AFSCME Council 61, Local 2749

The collective bargaining agreement currently in effect between AFSCME and the Cedar Falls Community School District and scheduled to expire on June 30th 2018 will be extended to cover the period July 1, 2018 through June 30, 2020. All current provisions will remain in effect, with the exception of the following:

Article 5-Wages

Base rates and annual increases

Base rate 2018-19

Classification II $11.50

Classification I $11.80

Base rate 2019-20

Classification II $11.75

Classification I $12.05

Increases for continuing employees shall be $0.30/hr in 2018-19 and $0.25/hr in 2019-20

Article 6 Insurance

- Board premium contributions for 2018-19 and 2019-20 will be calculated once premium rate information is provided to the District in each of the years respectively. If health insurance premium rate increases by less than 10% in each year of the extension, the difference will be added to the across the board wage increase; if insurance premium rates increase by more than 10%, hourly wage increase will be adjusted below the amounts stated in Article 5 above accordingly.
- Each participating employee will pay $10.00 per month toward individual health premium costs.

Contract re-opening provisions

- If legislation is enacted that causes any of the collective bargaining agreement language or provisions to become illegal, unenforceable, permissive subjects of bargaining or financially unsustainable, the parties agree to meet in good faith and attempt to reach agreement on changes to the agreement. The parties further agree that if they are unable to reach agreement on changes those provisions in question become null and void.

Uniform Allowance

A uniform allowance of $155.00 gross will be paid during 2018-19 and $160.00 during 2019-20. The payment will be made in two equal amounts on or about September 30th and January 31st during each year of the extension. This is a non-mandatory subject of bargaining and the District makes no commitment to continue the practice beyond the contract extension.

SIGNATURES:

AFSCME	Board of Education
Kathy Miller 1-31-17	Joyce E. Cole 2/1/17
Local Official	President
Carlene Anderson 1-25-17	Adam P. Talbot 1/31/17
Business Agent	Chief Negotiator

An Agreement

Between

The Board of Education

of the

Cedar Falls Community School District

and

American Federation of State, County & Municipal Employees

Iowa Council 61, Local 2749

2015 - 2018

Cedar Falls IA

Table of Contents

Preamble	1
Grievance Procedure	1
Public Employer/Employee Rights	2
Dues Deduction	2
Wages	3
Insurance	4
Leaves of Absence	5
Hours of Work	10
Holidays	11
Transfer Procedures	11
Procedures for Staff Reduction	12
Seniority	12
Evaluation Procedures	13
Health and Safety	14
Duration	15
Letters of Understanding	16

ARTICLE 1 - PREAMBLE

AN AGREEMENT, to become effective on July 1, 2015.

The Board of Education of the Cedar Falls Community School District, Black Hawk County, Iowa, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees, Iowa Council 61, hereinafter referred to as the Union, agree as follows:

ARTICLE 2 - GRIEVANCE PROCEDURE

Definitions

Definition: A grievance is a claim that there has been a violation, misinterpretation, or misapplication of some provision of this Agreement.

Aggrieved Person: An aggrieved person is the person who filed the grievance. If a grievance represents a person or persons in addition to the aggrieved person, such group grievance will be signed by an employee within the aggrieved group and a union steward.

Party in Interest: A party in interest is the person or persons who might be required to take action, or against whom action might be taken in order to resolve the grievance.

Representation: An aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or, at his or her option, union representation present by a steward or staff representative.

Grievance Procedure

Level One - Manager (Informal)

If an employee feels that a violation, misinterpretation, or misapplication of some provision of the Agreement has occurred, he or she shall first discuss the matter with the supervisor.

Informal discussion specified at this level must be initiated within ten (10) working days of the event or condition giving rise to the discussion, or knowledge through reasonable diligence.

Level Two - Manager (Formal)

If an employee is not satisfied with the results of the informal discussion of the problem (Level One), he or she may file a formal grievance on the form set forth in Appendix B, Grievance Form. Any formal grievance must be filed in writing with the supervisor within five (5) working days after discussion with the supervisor.

The supervisor shall have ten (10) working days in which to respond in writing to the grievance. If the employee is not satisfied with the disposition of the grievance at this level, or if no disposition has been made, the grievance may, within ten (10) working days of the date of disposition or expiration of the time limit for such disposition, be submitted to Level Three.

Level Three - Superintendent of Schools or Designee

The superintendent of schools or his designee shall have ten (10) working days in which to provide a written disposition of any grievance submitted properly, following the prescribed actions at Level One and Level Two. If the Union is not satisfied with the disposition or if no disposition has been made, the Union may, within ten (10) working days of the date of the disposition or the date of expiration of the time limit for disposition, submit the grievance to arbitration.

Level Four - Arbitration

If the union decides to submit any grievance to arbitration, the Union or their designee or the superintendent of schools or his/her designee shall request the PERB to provide a list of five (5) qualified arbitrators. The parties shall then determine by the toss of a coin who shall first strike a name from the list. The party first to strike a name shall have two (2) working days to effect this action. The other party shall have one (1) day in which to strike one (1) of the remaining names. The process will be repeated and the person whose name remains shall be the selected arbitrator.

The arbitrator selected shall conduct a hearing and shall issue a decision within thirty (30) days of the final hearing.

Scope: The arbitrator shall have no power or authority to amend, expand or in any other way change any provisions of the Agreement.

Effect: The decision of the arbitrator shall be final and binding on the parties.

Costs: Fees and expenses of the arbitrator shall be shared equally by the employer and the union. Each party shall be responsible for any other costs incurred or related to the respective party's participation in the grievance procedure.

Withdrawing grievances: The aggrieved person may withdraw a grievance at any time.

Time Limits

The number of days allotted for any step in the grievance procedure may be extended by mutual agreement.

In the event that a grievance is filed when the end of the school year would interfere with the processing of the grievance through all the steps and if the unresolved grievance would result in irreparable damage to a party in interest, the time limit set forth herein may be reduced by mutual agreement so that the various steps may be exhausted prior to the end of the school year or not later than thirty (30) days thereafter.

ARTICLE 3 - PUBLIC EMPLOYER/EMPLOYEE RIGHTS

Public Employee Rights

Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state.
4. Refuse to join or participate in the activities of employee organizations, including the payment of dues, fees or assessments of any type.

ARTICLE 4 - DUES DEDUCTION

The Employer agrees to deduct Union dues from the first pay check/direct deposit of each month, providing that written employee authorization is on file with the Employer. Any change in deduction will be made after 30-day notice of the changed amount, and dues deducted will be transmitted to the Union within 30 days of the deduction.

The Union agrees to indemnify and hold harmless the Employer, each individual Board Member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application for the provisions in the agreement between the parties for dues deductions.

The employer agrees to deduct from the wages of any employee who is a member of the Union a **PEOPLE deduction** as provided in a written authorization. Such voluntary authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union; authorization to start or stop such voluntary deduction requires the employee to provide a minimum of thirty (30) calendar days notice to the Business Office. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5 - WAGES

Base Rates & Annual Increases

Base Rates:	2015-2016	2016-2017	2017-2018
Classification II:	$10.45	$10.85	$11.20
Classification I:	$10.75	$11.15	$11.50

Increases for continuing employees shall be $0.40/hr. for 2015-2016, $0.40/hr. for 2016-2017, and $0.35/hr. for 2017-2018.

Classifications

CLASSIFICATION I	CLASSIFICATION II
Department Head	Department Head Assistant
	Bookkeeper
	Food Delivery Person
	Utility Person
	Point of Service Operator
	General Server
	Dish Room Person

Employees moving from one classification to another will have their hourly rates increased or decreased by the difference between the base rates of the new classification and the former classification.

Pay for In-Service Training

Bargaining unit employees will receive their appropriate hourly rate for all hours in in-service training required by the District, and hours in transit to ISU short courses only.

Mileage (at the approved District rate per mile) and lodging will also be provided, where appropriate, by the District.

Filling in for Department Head

An employee filling in for a department head shall receive additional compensation, beginning with the 6th consecutive day of such assignment. The additional compensation shall be the difference between the department head base rate and the base rate of the employee.

ARTICLE 6 - INSURANCE

Descriptions

The board shall make available descriptions of the insurance coverage. Included in these descriptions will be the limits and conditions of coverage, as printed and supplied by the insurance carrier.

Coverages

Coverages for the 2015-2016 insurance coverage year (September 1-August 31) shall be under three options, SELECT I, SELECT II, or HSA. During subsequent years of a multi-year agreement (if applicable) these three options will remain available unless the district-wide insurance committee makes changes. Coverages include hospital, surgical, medical, dental, major medical, long term disability and term life ($6,000, with accidental death and dismemberment benefits).

The coverages noted above constitute a general listing and are included for information purposes only. Technical wording regarding the coverages is contained in the official contract with the insurance carrier and is further described in the carrier's program description cited in the first paragraph of this Article.

Board Premium Contributions

The Employer agrees to provide premium contributions. Each participating employee will pay at least $1.00 per month toward individual health premium costs.

1. *Individuals who were both employed on or before June 30th 2012 and were enrolled in a district sponsored health insurance plan during the 2015-16 school year:*

   - *The District will contribute $555.18/month toward individual health insurance premium*
   - *The District will contribute $401.09/month toward family insurance premium*
   - *The District will contribute $27.50/month toward individual dental insurance premium; the maximum yearly benefit is $1000*
   - *The District will pay $6.48/month toward individual vision insurance premium*

   The employer will assume the total cost of any increase in premium during the term of the contract.

2. *Individuals employed on or after July 1, 2012:*

   Individuals employed 80% FTE (32 hours per week) and above will be eligible for insurance benefit coverage. Premium contributions shall be as follows:

   - *The District will contribute $555.18 toward individual health insurance premium*
   - *The District will contribute $27.50/month toward individual dental insurance premium; the maximum yearly benefit is $1000*
   - *The District will contribute $6.48/month toward individual vision insurance premium*

The employer will assume the total cost of any increase in premium during the term of the contract.

Employee contribution to single dental and single vision insurance premiums shall be $1.00/month in each instance and shall remain at this level for the duration of the contract.

Employees who are 50%-79% F.T.E. are eligible to apply for participation in the Group Insurance Plan. These participating employees will pay the total cost of their insurance premiums.

Employees who have had insurance coverage, and who are reduced in hours below the 32-hour-per-week level through a reduction not related to seniority, will continue insurance coverage, with no change in the employer contributions.

Board contributions specified above shall continue in effect for employees on paid leaves of absence. Employees on unpaid leaves of absence may retain medical and/or life insurance coverage while on leave of absence, provided that such employees pay the total costs of the insurance coverage retained. Employees on leave of absence without pay are not permitted to retain health insurance coverage beyond one (1) coverage year. Employees returning from unpaid leave of absence who have not retained health insurance coverage will resume coverage on the first of the month following the month of return to active work.

ARTICLE 7 - LEAVES OF ABSENCE

General Provisions: Any employee taking or planning a leave of absence is solely responsible for reviewing the insurance provisions (see Art. 7) regarding coverage, premium payments, etc., while on leave.

The Board of Education may require a physician's certificate as a basis for determining pay during absence if this should be deemed necessary.

The minimum increment of leave shall be one half (0.5) of the employee's work day.

Leaves of absence will be granted to part time employees on a pro-rata basis.

Sick Leave

The Board of Education shall grant employees eighteen (18) days sick leave per service year. If any employee does not use the full amount of annual leave allowed, the unused leave shall accumulate to a maximum of available leave of 95 days at full pay (including the leave of the current year).

New employees must be on the job for a minimum of thirty (30) days to receive full benefit. Employees will be eligible for ten (10) days sick leave during the first thirty (30) days.

New employees beginning service after the start of the school year shall have their first year's sick leave entitlement pro-rated.

Regular full and part time employees may be granted approved leave with pay for an absence due to the **employee's personal illness, injury, or associated medical treatment** when such illness prevents the employee's attendance at school and performance of duties.

Up to a maximum of six (6) days per year of paid sick leave may be granted under the following circumstances, such days will be deducted from the employee's accumulated personal sick leave balance:

- leave for the parent of a newly adopted child;
- birth of a child (applicable to fathers of new born infants);
- illness, injury, or medical treatment for a member of the **employee's immediate family i.e. spouse, parent (including step relationships), son or daughter (including step, adoptive, foster, or legal guardian relationships).**

NOTE:

1. Leaves of absence for sickness shall not be granted for elective surgery which can be deferred to a date when students are not attending school.

2. The following circumstances, including but not limited to cosmetic treatments, laesic surgery, orthodontic consultation or treatment, dental visits, periodic physicals and preventive health check ups etc. do not qualify for paid sick leave.

Extended Leave

Extended leave without pay may be granted for purposes of caring for a sick or injured member of the **immediate family** defined as spouse, parent (including step relationships), or child (including, step, adopted, and foster, or legal guardian).

The maximum duration of leave shall be one (1) calendar year; such leave shall run concurrent with provisions under the FMLA. Accrued sick leave will be retained by the employee while on this leave, but leave time or other benefits will not accrue during the period of the leave of absence. An employee utilizing this leave shall be, upon timely return from leave, guaranteed a bargaining unit position unless otherwise affected by reduction in force.

Bereavement Leave

In the event of death in the employee's **immediate family** (defined as spouse, parent (including step relationships), or child (including, step, adopted, and foster, or legal guardian) bereavement leave shall be available as specified in Board Policy #402.3 Leaves of Absence: Bereavement Leave.

Emergency Leave

Any employee shall be able to take up to a total of three (3) paid days of emergency leave per year, in the event of death or serious health condition in the extended family or close friend. **Serious health condition** is defined as: An illness, injury, impairment, or physical/mental condition that involves:

either A**) inpatient** (at least one overnight stay) **non- elective treatment** in a hospital, hospice, or residential care facility including any period of **subsequent related outpatient treatment delivered in a hospital, hospice, or medical treatment facility** in connection with the initial inpatient condition;

or B**)** the actual day an extended family member under goes **outpatient surgery** (or other invasive procedure) at a hospital or medical treatment facility (including doctor's office when the doctor deems it medically appropriate) **where the presence of the employee is medically required by the patient's doctor.**

[NOTE: Elective and cosmetic surgery and related procedures, including but not limited to orthodontic treatment and lasik surgery, are not considered serious health conditions under this leave benefit.]

Extended family for purposes of **serious health condition** is defined as grand parent, grand child, sister, brother, in –law relations (i.e. father, mother, brother, sister, son, daughter); or close friend. **Extended family** for purposes of **death** is defined as in-law relations (i.e. father, mother, brother, sister, son, daughter) grand parent and grand child; or close friend.

In the event of the death of a student or employee of the Cedar Falls Community School District, the principal of the appropriate building may grant to an appropriate number of employees sufficient time to attend the funeral.

Sick Leave Bank

A sick leave bank will be established for use by employees in this bargaining unit who choose to participate. The bank year will be from September 1 through August 31 annually.

Use of sick leave bank days will commence on the ninety-sixth (96th) contract day of sickness or injury of the eligible employee and will continue for up to a period of time not greater than the remaining days of the individual's contract. Participation in the bank system will be on a voluntary basis and contributions

will be made in the form of two (2) days of sick leave (expressed as hours of work time) from the current year's allocation of eighteen (18) days.

The days contributed (as hours) to the bank become the property of the bank and are non-returnable to the employee.

Employees who wish to enroll must submit two (2) copies of the form to the Business Office on or before September 15 of the year for which participation is desired. The Business Manager will sign the forms and return one (1) copy to the employee. This sick leave bank application will continue from year to year unless revoked in writing by the employee before September 10 of the school year in which the revocation is to be effective.

Assets of the bank will not be carried over from year to year in excess of 400 hours. The following year's bank will consist of the hours carried forward plus all contributed hours for that year's participation.

Use of bank leave hours will be on an hourly use basis, e.g., everyone eligible will draw hours from the bank until total hours have been exhausted.

Child Bearing Leave

A. Child bearing leave shall be granted for the period of time during which the employee is certified by a physician to be temporarily disabled by her pregnancy (or complications of pregnancy) from performing the duties of her position; or, such period of time as may be mutually agreed upon between the employee and the employer.

B. The employee shall submit a physician's statement of temporary disability to the Administration in accordance with the procedures and forms as so provided.

C. The Board of Education may require, at their discretion, a physician's statement of specific complications when the period of temporary disability exceeds twenty-one (21) calendar days.

D. Failure to return within five (5) working days from the termination of temporary disability or not having an approved "Child Rearing Leave," shall constitute grounds for termination.

E. Employees shall be eligible for sick leave provisions in accordance with existing policies for the period of temporary disability as attested to by a physician's statement.

F. An employee returning from child bearing leave shall be re-employed in her former position, if available. If that position is not available, the employee shall be re-employed in a position for which she is qualified.

Child Rearing Leave

A. Child rearing leave of absences shall be available to employees for a period of time to conclusion of the same school year upon request, and shall not exceed 180 contract days, for the purpose of caring for a newborn infant for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the employee's child, or, in the case of adoption, when the child is physically turned over to the employee-parent.

B. At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child rearing leave.

C. Upon filing an application for adoption of a child, the employee shall be required to notify the Employer, in writing, of the employee's intention to take a child rearing leave. Such a notice should include the estimated date when such leave shall become effective.

D. In making final determination concerning the duration of a child rearing leave of absence, the employer shall not be required to grant a leave of absence beyond the conclusion of the same school year or in excess of 180 contract days.

E. By mutual agreement, the length of the child rearing leave may be altered.

F. An employee returning from child rearing leave will be re-employed in the employee's former position, if available. If that position is not available, then to a position for which the employee is otherwise qualified.

G. Failure of the employee to return on the date approved by the Employer shall constitute grounds for termination.

H. An employee who returns from child rearing leave within the provisions of this policy shall retain all seniority credit and any unused leave time accumulated under the provisions of this agreement at the beginning of the leave. The employee shall not accrue additional seniority credit or leave time during the period of absence for child rearing leave.

I. An employee on child rearing leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain at the beginning of the child rearing leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this policy.

J. A child rearing leave of absence granted under this section shall be a leave without pay.

Personal Leave

Each employee shall earn a maximum of two (2) days of personal leave per year. Such leave may be taken in increments of one-half (1/2) day, one (1) day, or two (2) days, with supervisor approval. Personal leave is earned each school year as follows:

Number of days employed in a given school year:	**Amount of Personal Leave earned in a given school year:**
1-45	½ work day
46-90	Additional ½ work day
91-135	Additional ½ work day
= to or > than136	Additional ½ work day

Note:

1. Maximum possible personal leave that may be earned during a full school year is two (2) work days;

2. The maximum possible personal leave that can be earned by an employee (prorated for those who begin employment during the school year) will be credited to the employee at time of hire. Employees who upon termination have used more personal leave than has been earned by that point in the school year, shall have their final pay check reduced accordingly.

3. Personal leave may accumulate to a maximum of three(3) days total, including the allotment for the current year. Unused personal leave days will be added to the employee's accumulated sick leave and may be in excess of the established sick leave maximum.

Military Leave

Whenever an employee enters into active military service of the United States, the employee shall be granted a military leave as provided under Section 29a.28 of the Iowa code and the applicable federal statutes.

The employee will reimburse the employer for his/her base pay during paid military leave.

Public Office Leave

Employees campaigning for and/or elected to public office (local, state, or federal government) shall, upon request and approval by the Board, be granted a leave of absence without pay to fulfill the duties of that office.

The employee taking the leave will retain all benefits, including accrued sick leave and personal leave, and seniority, but will not accrue leave time or other benefits while on leave.

Jury Service and Subpoena Leave

Any employee who is called to serve on jury duty or who is subpoenaed to appear in a civil or criminal court proceeding shall be entitled to temporary leave without loss of pay. Remuneration for jury service and subpoena leave on a contract day shall be shall be turned over to the Cedar Falls Community School District. If an employee is released from such duty before 12:00 noon, the employee must report for work for the balance of the assigned shift.

If service on a jury or under subpoena would work a hardship on the school, an attempt shall be made to have the employee excused.

Leave for Further Study

An employee who has at least five (5) consecutive years of service in the Cedar Falls Community School District may apply for a one (1) year leave of absence, without pay, for the purpose of additional study. Such study may be in an accredited and recognized college, university, or other institution that will provide additional preparation in the employee's area of employment with the Cedar Falls Schools.

Accrued sick leave will be retained by the employee while on leave, but leave time or other benefits will not accrue during the period of the leave of absence.

If an employee elects to remain under the insurance program coverage while on leave, the full premium shall be paid by the employee.

An employee utilizing this leave of absence shall be, upon timely return from the leave, guaranteed a bargaining unit position unless otherwise affected by reduction in force.

Conference Leave

An employee approved by the appropriate director to attend an educational conference or convention directly or closely related to the employee's area of service shall be eligible for leave without pay. In such instances, the District shall provide a substitute, if necessary, and may partially or wholly reimburse the employee for approved expenses (depending upon such factors as the nature of the conference, the number of persons attending and the costs related to the attendance).

Requests for approval of this leave must be made to the appropriate director at least two (2) weeks before the beginning of the leave.

Temporary Leave Without Pay

The supervisor may grant temporary leaves without pay to employees who desire to absent themselves from their assignments, but who are not covered by any other provisions for the proposed absence. The prime factor in granting of leave under this provision shall be that of maintaining the operational efficiency of the program, as determined by the supervisor.

Temporary leave without pay for Union business shall be available in accordance with the provisions of this leave of absence. Such leave for union business shall not be unreasonably denied.

ARTICLE 8 - HOURS OF WORK

Definitions

Full-time employees - An employee that is in pay status an average of thirty-two (32) hours or more per week.

Part-time employees - An employee that is in pay status an average of less than thirty-two (32) hours per week.

Consecutive Hours - The regular hours of work each day shall be consecutive.

Work Shift - All employees shall be scheduled to work on a regular work shift. Work shifts may have a variable starting and ending times depending upon the menu.

Work Schedules - Work schedules showing shift, work days and hours shall be available in all departmental work areas at all times. Work schedules will be available the Thursday preceding the scheduled week.

Work Week - The normal work week will be Monday through Friday.

Work Breaks - On normal days of operation (elementary, junior high and senior high classes in session and lunch being served at all sites), an employee will receive an unpaid 30-minute meal period, provided the employee has a total clock time of four (4) hours or more. For non-normal days, unpaid meal periods will be provided to an employee where actual work time is four (4) hours or more.

Each employee shall receive a ten (10) minute uninterrupted work break provided the employee has a total clock time of two (2) hours or more.

Overtime - Overtime shall be computed at one and one-half (1 1/2) times the employee's regular hourly rate for all hours in pay status under the following conditions:

a. All hours over forty (40) in one (1) week
b. All hours worked on a Saturday (unless a school day) or Sunday (non-Schedule "C" events).
c. All hours worked on Schedule "C" events will be paid at twice the regular straight time rate.

Computer Based Time Reporting – Employees will sign in and out of work on Personal Computers. Employee computer based time will not be changed without the employees knowledge.

Call Time - Any time a regular employee is called in outside their regular scheduled shifts not contiguous to their regular shift, the employee shall be assigned to and/or receive pay for a minimum of two (2) hours at the appropriate rate. Working "breakfast only" is considered a regularly scheduled shift.

Reporting Time - Any time an employee reports to a regularly scheduled shift but is sent home by the employer, the employee shall receive a minimum of two (2) hours pay at the appropriate rate, except for suspensions.

ARTICLE 9 - HOLIDAYS

Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Labor Day	Martin Luther King Jr. Day

Employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

Eligibility

Employees shall be eligible for holiday pay if the employee worked the last scheduled worked day prior to and following the holiday unless excused by the employer or is absent for any reasonable purpose.

ARTICLE 10 - TRANSFER PROCEDURES

Posting

If an opening develops, notice of the opening shall be posted in each of the three kitchens, the bakery, and Human Resources. A copy shall be sent to a representative of the Union. Such posting shall contain information regarding the classification, the hours, the location, and the date a transferring employee will begin. The posting shall remain for five (5) consecutive work days (excluding holidays). A work day shall be any day the Robinson Administration Center is open to the public for business. Each posting shall specify a deadline, stated in terms of date and time, by which employees must respond in writing, in order to be considered for the posting. The day following the posting date will be considered day one for purposes of counting the five (5) working days, and the final day shall end at 3:00 pm.

Bidding

Bargaining unit employees interested in the position must respond in writing to the director of personnel.

No employee shall be entitled to more than one (1) job bid change in any six (6) month period to any position of the same pay base and hours of work.

Filling of Vacancies

From between or among those responding for positions in the Classification III or Classification II series, seniority shall prevail as to the employee to be selected for the posted position. For positions in the Classification I series the judgment of the employer shall determine the person to be selected for the position.

ARTICLE 11 - PROCEDURES FOR STAFF REDUCTION

Layoff

When a staff reduction is to occur, the reduction shall be accomplished in accordance with the following procedures:

a. The Employer shall first determine the position or positions to be eliminated.
b. The person or persons with the least seniority, in a total number equal to that necessary to accomplish the needed reduction, shall then be selected for reduction. Notification to said employee(s) shall be in writing and will contain notice of the effective date of termination.

c. If the position(s) vacated by reduction is lower in classification than the position(s) being eliminated, the employee(s) who held the position(s) eliminated shall be (1) reassigned to the vacated position(s), or (2) placed on layoff, if the layoff option is selected by the employee.
d. If the position(s) vacated by the reduction are higher in classification than the position(s) being eliminated, the vacated position(s) shall be posted in accordance with Transfer Procedures (Art. 10).

Recall

In the event employment in a bargaining unit position becomes available, the senior person who has been terminated from employment under these staff reduction procedures shall be notified of the employment.

Notification will be by certified mail to the last address provided the employer by the person terminated through these procedures.

A copy of notice shall be provided to the Union. Persons who are qualified to perform the duties of the available position(s) shall then have fourteen (14) days from the date of mailing of the notice in which to respond in person or in writing and an additional seven (7) days to report to work. Failure to respond shall be deemed to have refused the position.

Re-employment under these recall provisions shall be in order of seniority.

A person terminated pursuant to these procedures shall remain on the recall list for two (2) years.

Persons re-employed under recall rights shall have accumulated sick leave and seniority as of the date of termination restored. The hourly pay rate shall be the same as it would have been had the person not been terminated through staff reduction.

ARTICLE 12 - SENIORITY

Definition

Seniority shall be computed from an employee's most recent date of employment. It will begin to accrue as of the first day of work and continue from school year to school year unless there is a break in continuous employment. Where seniority is equal between or among employees, the ranking of those employees shall be determined by the last four digits for their social security numbers with the lower number having the greater seniority.

Termination of Seniority

An employee's seniority shall terminate when:

a. the employee quits
b. the employee does not report for work within seven (7) days after being recalled from lay-off (except in cases of emergency)
c. recall rights have been exhausted

Seniority During Leaves and Lay-Off

Accrued seniority will be retained during periods of lay-off and unpaid leaves of absence. Seniority will accrue during paid leaves of absence.

Seniority Lists

A seniority list will be maintained, and shall be posted on or about the first day of October and April. The lists shall be posted at each secondary building work site, the bakery, and in the Personnel Office. The lists will show the classifications for all employees.

ARTICLE 13 - EVALUATION PROCEDURES

Regular Evaluation Periods

Formal evaluations shall be completed at or near the conclusion of the employee's first contract year, the employee's second contract year, and at least once during each three (3) years of employment thereafter. Additional evaluations may be utilized.

Evaluators

Evaluations will be conducted by the supervisor and/or managers or assistant managers, or by evaluators designated by the supervisor.

Written Evaluation Summaries

Evaluation summaries assessing the quality and degree of performance of duties assigned shall be in writing. Two (2) copies of each formal evaluation shall be signed by the supervisor/manager and employee and each shall be given one of the copies. Signature by the employee shall indicate awareness of contents, but may not necessarily indicate agreement.

If an employee does not agree with the contents of his or her formal evaluation summary, he or she may file a written response. The response shall be signed by the employee and the evaluator(s) to indicate knowledge of the contents and shall be filed with the personnel file copy of the evaluation summary.

An employee has the right to file a grievance over the results of any of his or her evaluation summaries which are being used against him or her, at the time that the recommendation for termination is made.

Conferences

A conference will be held with the employee before submitting a written evaluation summary to the central office. Conferences shall be held with each employee experiencing a comprehensive evaluation, with probationary employees, and with employees in cases where a non-probationary employee is experiencing difficulty and/or may be placed on probation by administrative action.

ARTICLE 14 - HEALTH AND SAFETY

Reporting

Employees who operate equipment shall, during or immediately following the work day, report any defect noticed by him/her in said equipment to the immediate supervisor.

Appeal to Safety Director

In the event that an employee and a manager or supervisor are not in agreement over the resolution of a matter involving equipment safety or other hazard, the matter shall be forwarded by the most expeditious means to the District Safety Director.

Appeal to the Board of Education

If the problem is not resolved through the District Safety Officer, the employee may pursue the issue through the Staff Appeal Procedure commencing at Step II.

ARTICLE 15 - DURATION

This Agreement shall be effective as of July 1, 2015 and shall remain in full force and effect until June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested to by their respective Chief Negotiators, all on the 17th day of July, 2015.

AFSCME	BOARD OF EDUCATION, CEDAR FALLS COMMUNITY SCHOOL DISTRICT
Kathy J. Miller	Joyce E. Coil
Local Official	President
Earlene Anderson	Adrian P. Talbot
Chief Negotiator	Chief Negotiator

LETTER OF UNDERSTANDING

April 09, 2015
Cathy Miller
Earlene Anderson
AFSCME Local 2749

Dear AFSCME Representatives:

This letter documents our understanding that a uniform allowance of $150.00 gross, will be paid in two equal amounts of $75.00 gross on or about September 30th and January 31st, during the 2015-16, 2016-17, and 2017-18 school years. This is a non-mandatory subject of bargaining and the District makes no commitment to continue this practice beyond the specified school years.

Sincerely,

Adrian P. Talbot
Director of Human Resources

LETTER OF UNDERSTANDING

April 09, 2015

Cathy Miller
Earlene Anderson
AFSCME Local 2749

Dear AFSCME Representatives:

This letter documents our understanding that payroll shall be processed semi-monthly. Pay shall occur on the 15th and final business day each month. The first pay date each school year shall be September 15th, or the immediately prior business day if the 15th falls on a weekend.

Sincerely,

Adrian P. Talbot
Director of Human Resources